

## WARRANTY DEED

STATE MS - DESOTO CO.

APR 12 2 54 PM '99

DUNAVANT ENTERPRISES, INC., a  
Tennessee corporation, GRANTOR  
TO  
COLEMAN-HYNEMAN HOMES, LLC, a  
Mississippi limited liability company, GRANTEE

BK 350 PG 478  
W.F. DAVIS CH. CLK.

THIS INDENTURE, made and entered into as of the 6th day of April, 1999 by and between

DUNAVANT ENTERPRISES, INC., a Tennessee Corporation, whose address is 3797 New  
Getwell Road, Memphis, Tennessee 38118 and whose telephone number is (901) 369-1605,

hereinafter referred to as **Grantor**, and

COLEMAN-HYNEMAN HOMES, LLC, a Mississippi Limited Liability Company, whose address  
is PO Box 806, Olive Branch, MS 38654 and whose telephone number is (601) 393-9398.

hereinafter referred to as **Grantee**.

**WITNESSETH:** That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and warrant unto the said Grantee the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

Lot(s) 194 and 203, Stone Creek Subdivision, Phase B of Plum Point Villages  
Planned Unit Development, in Section 1, Township 2 South, Range 8 West  
and Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi  
as per plat thereof recorded in Plat Book 57, Pages 26-27, in the office of the  
Chancery Clerk of DeSoto County, Mississippi.

Being part of the same property conveyed to the Grantor herein by Warranty  
Deed of record in Book 206, Page 539, in the office of the Chancery Clerk of  
DeSoto County, Mississippi.

**TO HAVE AND TO HOLD** The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, his/her/their/its heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee of the aforescribed real estate; that the Grantor has a good right to sell and convey the same; that the same is unencumbered except,

**Covenants or Restrictions:**

Zoning ordinances or laws of any governmental authority,  
Plat Book 57, Pages 26-27, and Declaration of Covenants, Conditions and  
Restrictions in Book 297, Page 530; Amendment to Declaration of Covenants,  
Conditions and Restrictions in Book 307, Page 331; Second Amendment to  
Declaration of Covenants, Conditions and Restrictions in Book 322, Page 16;  
Revised and Restated Second Amendment to Covenants, Conditions and  
Restrictions in Book 324, Page 31, all in the office of the Chancery Clerk of  
DeSoto County, Mississippi.

**Encroachments and/or Easements:**

Right of Ways, Building Lines and Easements as shown on recorded plat at  
Plat Book 57, Pages 26-27.

Right of Way to Mississippi Power and Light in Book 46, Page 457; Book 295,  
Page 206 and Book 299, Page 702.

Easement to Plum Point Water Association, Inc., in Book 80, Page 311.

Sewer Easement to Horn Lake Creek Basin Interceptor Sewer District in Book  
290, Page 274.

Taxes and special assessments for the year 1999, not yet due and payable.

Subject lot(s) may be filled land or partially filled land and Grantor makes no representation as to said property being undisturbed land. The Grantor is not to be responsible or liable for any claim of any kind or character because said property is filled or partially filled land.

and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons.

Grantee, his/her/their/its successors and assigns, by acceptance of the deed of conveyance, accepts membership in the Stone Creek Homeowners Association, Inc., a Mississippi non-profit corporation, and agrees to be subject to and bound by the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-laws of the Association, all of which are of record in Book 297, Page 530; as amended in Book 307, Page 331; Book 322, Page 16 and Book 324, Page 31, and such rules and regulations as may be adopted pursuant to the terms thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**WITNESS** the signature of the Grantor (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) the day and year first above written.

**DUNAVANT ENTERPRISES, INC.,**  
a Tennessee Corporation

BY: \_\_\_\_\_

**Louis Baioni**  
Executive Vice President

STATE OF TENNESSEE,     )  
COUNTY OF SHELBY     )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of April, 1999, within my jurisdiction, the within named **LOUIS BAIONI**, who acknowledged that he is Executive Vice President of **DUNAVANT ENTERPRISES, INC.**, a Tennessee Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Elizabeth Ann Bailey*  
Notary Public

Commission Expires **MY COMMISSION EXPIRES AUG. 8, 2000**

Part of Tax Parcel:  
2073-0600-0-00005.03

**THIS INSTRUMENT PREPARED BY:**

THE POE FIRM, P.C.  
261 GERMANTOWN BEND COVE  
CORDOVA, TN 38018  
TELEPHONE: (901) 758-8200

**AFTER RECORDING, RETURN TO:**

ERIC SAPPENFIELD, ATTORNEY AT LAW  
97 STATE LINE ROAD  
SOUTHAVEN, MS 38671  
TELEPHONE: (601) 342-2170

**GRANTOR:**

DUNAVANT ENTERPRISES, INC.  
3797 NEW GETWELL ROAD  
MEMPHIS, TN 38118  
BUSINESS TELEPHONE: (901) 369-1605  
HOME TELEPHONE: None

**GRANTEE:**

COLEMAN-HYNEMAN HOMES, LLC  
P. O. BOX 806  
OLIVE BRANCH, MS 38654  
BUSINESS TELEPHONE: (601) 393-9398  
HOME TELEPHONE: None